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FILED
FEBRUARY COURT
S.D. OF N.Y.

2010 FEB - 8 A 10:01

[REDACTED] Date: Sunday, February 7, 2010, 2:07 PM

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

SUBMIT

In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

Debtors. : (Jointly Administered)

OBJECTION TO ITALIAN LATE CLAIM STIPULATION

HAVING RETURNED FROM NASSAU FOR THE HEARING ON THE 10TH OF FEB, 2010
OBJECTANT REVIEWED THE RECENT DOCKET.

ON THE 2ND OF FEB, 2010

6916

2/2/2010

Notice of Presentment of Stipulation,
Agreement and Order Between Lehman
Brothers Holdings Inc. and Certain Individual
Foreign Creditors Deeming Proofs of Claims
Received After the Applicable Bar Date to be
Timely Filed filed by Shai Waisman on behalf
of Lehman Brothers Holdings Inc. with
presentment to be held on 2/9/2010 at 12:00
PM at Courtroom 601 (JMP) Objections due by
2/8/2010. (Waisman, Shai)

Debtor: Lehman Brothers Holdings Inc.

A REVIEW OF THE UNDERLYING CLAIMS REVEALS THAT THERE IS ABOUT \$700,000 AT
STAKE. A REVIEW OF THE UNDERLYING CLAIMS REVEALS THAT
THE ITALIAN LAW FIRM(S) SENT THE PAPERS REGISTERED MAIL AND IT TOOK ABOUT A
MONTH.

A SIMPLE REVIEW OF THE ITALIAN POST OFFICE WEBSITE INDICATES THAT ITALY, LIKE MOST EUROPEAN COUNTRIES OFFERS INTERNATIONAL EXPRESS MAIL http://www.poste.it/en/postali/prodottiesterio/a_index.shtml AND THAT DELIVER TIMES

Delivery times 2-5 working days (after the day of posting), depending on the country of destination and customs procedures. Delivery times may vary for some destinations <http://www.poste.it/en/postali/parcels/ems.shtml>
AT A COST OF ABOUT 30-60 EURO'S

RATES (Euro)			
Weight	Group 1 Countries	Group 2 Countries	Group 3 Countries
Up to 500 g	28.80	36.25	42.55
From 501 g to 1 kg	33.80	41.95	50.00
From 1 to 2 kg	43.80	53.15	68.75

IT WOULD APPEAR THAT WHILE THE ITALIAN LAWYERS COULD HAVE SENT THE PAPERS EXPRESS, THEY DIDN'T AND THAT IS JUST PLAIN NEGLECT.

IT IS MORE OR LESS THE OLD STORY ABOUT THE BATTLE BEING LOST BECAUSE THE KING'S HORSE LOST A SHOE BECAUSE IT LOST A SHOENAIL.

Because of a missing nail a kingdom was lost. Here is the story

The story is told that before an important battle a king sent his horse with a groomsman to the blacksmith for shoeing. But the blacksmith had used all the nails shoeing the knight's horses for battle and was one short. The groomsman tells the blacksmith to do as good a job as he can. But the blacksmith warns him that the missing nail may allow the shoe to come off. The king rides into battle not knowing of the missing horseshoe nail. In the midst of the battle he rides toward the enemy. As he approaches them the horseshoe comes off the horse's hoof causing it to stumble and the king falls to the ground. The enemy is quickly onto him and kills him. The king's troops see the death, give up the fight and retreat. The enemy surges onto the city and captures the kingdom. The kingdom is lost because of a missing horseshoe nail.

Moral of the story :

Ignoring little things can cause disasters.

-<http://maintenanceforums.com/eve/forums/a/tpc/f/5951015103/m/3081028473>

MORE IMPORTANTLY, THIS CLEARLY ILLUSTRATES HOW WEIL GOTSHAL SEE'S ITSELF AS THE REGULATOR OF THE LEHMAN ESTATE.

"REWARD OUR FRIENDS AND PUNISH OUR ENEMIES"

THE FACT THAT THE ITALIAN LAWYERS ELECTED TO SPEND THE SAME AMOUNT IN REGISTERED LETTERS WHICH ANY COMPETENT LAWYER SHOULD KNOW WILL TAKE ALONG TIME RATHER THAN INTERNATIONAL EXPRESS IS NOT EXCUSABLE.

IF IT IS A QUESTION OF EXCUSABLE NEGLECT, IS FOR THE COURT TO DETERMINE, NOT FOR WEIL GOTSHAL.

FOR EXAMPLE

RECENTLY, IN ORDER TO MEET THE TIME CONSTRAINTS I HAD TO RESORT TO AN EXPENSIVE DHL SHIPMENT FROM NASSAU AND ALSO EMPLOY BROADCAST FAX TO GET IN UNDER THE MANDATED DEADLINE. I DOUBT IF WEIL GOTSHAL WOULD BE SO UNDERSTANDING IF I WERE OUT OF TIME. THEN AGAIN I WELL UNDERSTAND THAT THEY FIND THEMSELVES IN A DIFFICULT SITUATION WITH

REGARDS TO MY PENDING FINANCIAL CONCERN AS THEY WERE CO-COUNSEL TO GRAND UNION IN NEW JERSEY WHEN THE CASH ESCROW ACCOUNT WAS 'ABSORBED' INTO LEHMAN UNDER AN AGREEMENT THEY DRAFTED

[http://www.techagreements.com/agreement-preview.aspx?
search=lawfirm&lawFirmID=159&num=230532&title=Grand%20Union%20-%20Revolving%
20Credit%20And%20Guarantee%20Agreement](http://www.techagreements.com/agreement-preview.aspx?search=lawfirm&lawFirmID=159&num=230532&title=Grand%20Union%20-%20Revolving%20Credit%20And%20Guarantee%20Agreement)

\$172,022,020

REVOLVING CREDIT AGREEMENT

among

THE GRAND UNION COMPANY, a Debtor-in-Possession,

as Borrower,

The Several Lenders
from Time to Time Parties Hereto,

SBC WARBURG DILLON READ INC..
as Co-Advisor and Co-Arranger

SWISS BANK CORPORATION,
as Syndication Agent

LEHMAN BROTHERS INC.,
as Co-Advisor and Co-Arranger

and

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

Dated as of June 24, 1998

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FACTS THAT THEY STILL
UNWILLING TO CONCEDE EVEN AFTER ALMOST 2 YEARS AND HAVING THIS COURT
BEEN PRESENTED WITH THE DECISION FROM NEW JERSEY BY JUDGE MARTINI.

ACCORDING, THE COURT SHOULD DENY AND REJECT THE STIPULATION AND
FURTHER CONSIDER A NEW BAR DATE AS A GENERAL FIX.

RESPECTFULLY



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NEW YORK CITY, NY